

United States District Court  
For the Northern District of California

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NOT FOR CITATION

IN THE UNITED STATES DISTRICT COURT

FOR THE NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

11 PROFESSIONAL ASBESTOS REMOVAL No. C05-02868 HRL  
12 CORPORATION, dba PARC  
13 ENVIRONMENTAL,  
14 Plaintiff,  
15 v.  
16 EXPLORE GENERAL, INC. and  
17 INTERNATIONAL FIDELITY INSURANCE  
18 COMPANY,  
19 Defendants.

**ORDER SEVERING AND STAYING  
CLAIMS AGAINST DEFENDANT  
EXPLORE GENERAL, INC.**

Plaintiff Professional Asbestos Removal Corporation, dba Parc Environmental (“Parc”) and defendant International Fidelity Insurance Company (“IFIC”) have voluntarily consented to proceed before a magistrate judge, including for trial and the entry of final judgment, pursuant to 28 U.S.C. § 636(c). Default has been entered against the remaining defendant, Explore General, Inc.

A magistrate judge may conduct civil proceedings and order the entry of judgment if the parties consent. 28 U.S.C. § 636(c); FED.R.CIV.P. 73; see also, e.g., Binder v. Gillespie, 184 F.3d 1059, 1063 (9th Cir. 1999) (concluding that magistrate judge had jurisdiction to enter final judgment as between consenting parties, despite lack of written consent from defaulting defendants).

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Under Fed.R.Civ.P. 21, a court has discretion to sever parties or any claims against a party “on such terms as are just.” See FED.R.CIV.P. 21 (“Parties may be dropped or added by order of the court on motion of any party or of its own initiative at any stage of the action and on such terms as are just. Any claim against a party may be severed and proceeded with separately”).

6 In this case, Parc states that it is willing to defer seeking default judgment against  
7 Explore General, Inc. while it pursues its claims against IFIC. Accordingly, and with the  
8 concurrence of Parc and IFIC, the court concludes that severance of the claims against Explore  
9 General, Inc. will prevent any further delay in the adjudication of the claims between plaintiff  
10 and defendant IFIC. Further, the court finds that no substantial right will be impaired by the  
11 severance. Accordingly, all claims against Explore General, Inc. are SEVERED, and the action  
12 is STAYED with respect to it.

IT IS SO ORDERED.

Dated: May 23, 2006

  
HOWARD R. LLOYD  
UNITED STATES MAGISTRATE JUDGE

**United States District Court**

For the Northern District of California

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